

April 3, 1936.

Held

Memorandum

re 415 Yonge Street
(Old Y.M.C.A.)

Since the memo of February 25th, I have been speaking to Mr. Foulds on this matter. He does not think anything would be gained by having an Agreement signed, particularly if there is a change now and again as regards the space occupied by the School. The question of the Building being occupied for educational purposes, if ever questioned by the City of Toronto, could be dealt with should it arise.

The City would assert that the occupancy for Company Employees purposes was part of the Store activities and therefore, not entitled to be exempt on that account.

The renting of the Hall for a consideration is a feature which would be unfavourable to the right to exemption from taxes should that question arise.

There is no obligation on our part to inform the City as to the precise nature of occupancy, but it rests with the City to discover and question, - as we maintain the property is entitled to be free from taxation.

75

JE:VC.

Mr. Linnestone has a copy.

2

Willeott w memo re the
Mrs. J. Foulds & Co.

Mr. Foulds

February 25, 1936.

re 415 Yonge Street
(Old Y.M.C.A.)

You will find enclosed draft of proposed lease which was ready to be signed by the Margaret Eaton School, but which has not been completed. Miss Florence A. Somers is now managing a school up there under the Margaret Eaton School name, and she has received a copy of the Schedule for her guidance.

For several years we have been granted exemption from taxes on this property on account of it being occupied for educational purposes by the Margaret Eaton School.

It occurred to us that it would be better if we had a lease signed and placed on record, but before having this done in the form in which it now stands, we thought we should let you see it.

While we receive complete exemption from taxation, the Margaret Eaton School occupancy arrangement does not cover the use of the School for the whole time, as a certain amount of use of it is made by the Eaton Girls' Club. In addition the hall which forms part of the Building, is used from time to time by Toronto (Eaton) Masquers and is also rented for evening performances to different organizations from time to time.

Will you please let us know what objections you have to the lease, particularly with a view of being able to maintain the right to exemption from taxation in the future as in the past - should any question be raised.

JS

JE:VC.
ENCL.

January 16,
1936.

Miss F. A. Somers,
The Margaret Eaton School,
415 Yonge Street,
Toronto, Ont.

Dear Miss Somers:

Replying to your recent letter in connection with the lease between Business Properties Limited and The Margaret Eaton School, as requested by you the schedule attached to the lease, giving the time for the use of the various rooms, has been given further consideration and revised according to your wishes. We are enclosing a copy of the revised schedule which we would ask you to please attach to your copy of the lease.

Yours truly,

JAL/PL
Enc.

Assistant Secretary.

P.S. Minor changes for temporary use of rooms will be quite in order, if Mr. Pryce consents.

THIS LEASE AND LICENSE made this day of
193

B E T W E E N:

BUSINESS PROPERTIES LIMITED,
hereinafter called the "Owner",

OF THE FIRST PART,

- a n d -

MARGARET EATON SCHOOL,
hereinafter called the "School",

OF THE SECOND PART,

WITNESSETH:

That in consideration of the rents, covenants and agreements hereinafter reserved and contained in the part of the School, the Owner doth license the School to use those parts of what is known as the Margaret Eaton School building, situate at 415 Yonge Street, in the City of Toronto as, at and for the times shown on the Schedule attached hereto and doth lease unto the School those parts of said building marked on said Schedule to be used "exclusively", together with right of way for it and persons using those parts under its authority over the corridors leading to and from the said parts leased and licensed to be used hereunder. This lease and license to commence January 1st, 1936, and to run from year to year provided always that either party may for any reason terminate this lease and license at any time by giving to the other one month's written notice of its desire to terminate. The School covenants to pay the yearly rent of One Dollar (\$1.00) per year in advance, to repair where repairs are necessitated by reason of School's direct fault or negligence, and to use those said parts and the equipment therein reasonably and carefully for physical training and educational purposes and not to assign this lease and license nor to sub-let, and provided that the Owner may re-enter the said parts on non-payment of rent or non-performance of covenants.

THE SAID OWNER COVENANTS:

For quiet enjoyment;

To pay all real property taxes, rates, dues and assessments.

To pay water rates, electric rates and gas rates;

To make all repairs (if it deems necessary to do so) not required to be made by the School;

To heat the premises but providing always the Owner shall not be liable for damages occasioned by failure to supply heat other than the actual amount spent by the School in supplying heat and to the spending of which amount the Owner has consented.

IT IS UNDERSTOOD AND AGREED that should the School or its agents or persons in the Premises on its authority use those parts not licensed to be used hereunder and/or use those parts licensed hereunder at other than the authorized times, such use shall be deemed trespassing unless the written consent to such use has first been given by the Owner.

The School agrees that during the term hereof it accepts the present or any future state of the said parts with all latent and patent defects and that the Owner shall not be liable for any injury or damage to any person or property in or about the said leased parts or the building caused by or resulting from explosion, electricity, gas, harmful fumes, steam, water works, water, rain-water, snow, structural defects, condition of building or equipment, furniture or fixtures thereof or anything placed in or about said building, howsoever such injury or damage may be occasioned.

IN WITNESS WHEREOF the parties hereto have hereunto signed under seal.

SIGNED, SEALED and DELIVERED)
in the presence of)

BUSINESS PROPERTIES LIMITED

MARGARET EATON SCHOOL

[Handwritten signatures and initials]
A.I.J.

THE SCHEDULE REFERRED TO IN LEASE AND LICENSE
WITH MARGARET EATON SCHOOL, HERETO ATTACHED.

<u>Space</u>	<u>Area</u>	<u>Times to be used</u>
<u>BASEMENT:</u>		
Locker Room	684 sq. ft.	Exclusively Monday, Tuesday & Thursday till 5-30 p.m.; Wednesday and Friday till 10-30 p.m.; Saturday till 2 p.m. only
Large Locker Room	1147 " ")	Exclusively Monday, Tuesday & Thursday till 5-30 p.m.; Wednesday and Friday till 10-30 p.m.; Saturday till 2 p.m. only
Dressing Rooms	1920 " ")	
Washrooms & Showers)	
Swimming Pool	2030 " "	Daily except Sundays till 5 p.m.; Wednesdays and Fridays till 10 p.m.
<u>MAIN FLOOR:</u>		
Office	350 " "	Exclusively Daily except Wednesdays, Saturdays and Sundays, till 5-30 p.m.; Wednesdays till 10 p.m. Saturdays till 2 p.m.
Front Room	1151 " "	
Gymnasium and Apparatus Room	5100 " "	
		Daily except Wednesdays, Saturdays and Sundays, till 5-30 p.m. Wednesday till 10 p.m. Saturday till 2 p.m.
<u>SECOND FLOOR:</u>		
Office of Miss Somers	337 " "	Exclusively
Office	100 " "	
Remedial and Dressing Room (over Apparatus Room).	1598 " "	Exclusively
Lecture Room and small room adjoining (except- ing Model Kitchen)	651 " "	Daily except Wednesday, Saturday and Sunday, till 5-30 p.m. Wednesday till 10 p.m. Saturday till 2 p.m. only
Lounge	1000 " "	This room does not form a part of the lease, but the use of same during the day by the School is not objected to.
Studio	1023 " "	Daily till 5-30 p.m. except Wednesday, Saturday and Sunday Wednesday till 10 p.m. Saturday till 1 p.m.
<u>THIRD FLOOR:</u>		
Front Room	737 " "	Daily till 3 p.m. except Saturday and Sunday nil & Tuesday till 5 p.m. Joint occupation with Eaton Girls' Club.
Staff Dressing Room	140 " "	
.....		

Mr. A. C. Stuart

SECRETARIAL OFFICE,
October 21st, 1935.

Mr. J. A. Livingstone,
Executive Office.

*What about
the remarks below and could you have
the schedule checked in view of remarks
Return to this office as soon as possible.
Secretarial Office*

THE MARGARET EATON SCHOOL
Re: Lease Between the School and B. P. Ltd.

*J. H. Thompson
21/10/35*

The above was discussed by Miss Layton and myself and the following points were brought out as requiring possible amendments to the lease before signature.

1. Paragraph 1 - Miss Layton points out that one week's written notice of termination would not be sufficient from the school's point of view as it would not give them time to make other arrangements. She suggested substitution of "one month" for "one week". ✓
2. In paragraph 1, also, the school covenants not to sub-let. Does this conflict with the present practice of renting the library and gymnasium to outside organizations for certain periods? A portion of the school's revenue is derived from this source and possibly some clarification should be made. 2
3. The owner covenants to heat the premises and there is a further provision regarding failure to supply heat beyond the actual amount spent by the school for this purpose. The school, however, does not pay for any fuel or heating and the meaning of this clause is not clear. 9,
4. Miss Layton feels that the owner should not disclaim responsibility for injury or damage arising out of the causes mentioned other than furniture and fixtures, etc., which, of course, are the responsibility of the school. She mentioned, for instance, that some of the moulding around the ceiling in the office is in bad repair and appears as though it may fall at any time and she feels that the school should not assume responsibility for such eventualities. X 2

The question also arises of a claim being made by the parents of a student for injury received or damage done by reason of a structural or other defect in the building. If the owner refuses responsibility, the school would probably find it necessary to carry liability insurance. 2,

5. The following exceptions are taken to the schedule annexed to the lease:-

Basement

Cloak Room No. 1 - Length of the day is not specified and Miss Layton would like the hour of closing mentioned and the provision for Wednesday & Friday evenings should commence at that hour.

Dressing Room,

Washroom & showers. The same observation, as above, applies to these rooms. The wording is not satisfactory as it reads as though permission for use ceases

October 21st, 1935.

at 12.30 p.m., whereas Miss Layton says that it should cover all day every day except Saturday and on Saturday she would like the time extended, if possible, to 2 p.m.

Swimming
Pool

The same observation as the preceding applies to this.

Main Floor

Front Room --
Gymnasium --

Length of day should be specified.
This reads as though the gymnasium may be used only between 2 p.m. and 5 p.m., whereas it should read to be usable all day.
There is no mention of the apparatus room which should be the same as the gymnasium.

Second Floor

Office of
Miss Hamilton

This should be changed to read "Office of Miss Somers".

Remedial Room

*Above
Apparatus room*

There is some doubt as to the meaning of this. Does it mean the room at the rear of the gym and does it include the dressing room? Also, Saturday should be included.

Gymnasium -

"upper part" -

Not known what this is, but in any case, the hours should have the same revision as the gymnasium.

No mention is made of the lecture room, lounge and studio. There is also a small room with a sink off the lecture room.

Could this be included?

*Every day -
Wed till 5
Sat till 5
Sund -
Studio - Every day
till 5 pm*

Third Floor

~~Camp Fire~~ Room
Front.

If this means the front room, it should be available every day until closing time and on Wednesday evenings. ^{no} Lunch hour only not sufficient.

*Every day
till 5 pm*

~~Swimming Pool~~

Staff Dressing
Room.

Length of day should be designated.

*To be shared with
Eaton's Club*

Miss Layton would appreciate seeing a copy of any revised lease before it is signed.

Aske

September 14, 1934.

Mr. J. Elliott.

re Margaret Eaton School

Sometime ago it was suggested that an agreement be drawn up with the Margaret Eaton School covering their occupancy of the premises at 415 Yonge Street, with a nominal rental of \$1.00 per year.

Lately there has been some discussion as to the continuance of the school and I would like to know if the preparation of the agreement should be pursued further. I understand the draft has been partially completed.

FWM:VC.

Mr. Livingstone

No you think we should have something in writing re this Yonge - Roy. M.C.A. School Management would be a good time to set

Something - so there can not be any misunderstanding. Your opinion

we would not

A. Stuart,

OFFICE COPY

Architectural Office.

November 2, 1933.

I have some notes on file running back to May 1930, in connection with the occupancy by the Margaret Eaton School of some space in the old Y. M. C. A. premises. No rent is paid for this occupancy, and as far as I know nothing is paid for caretaking, wages, or heating, except some part of the caretaking supplies.

As you look after matters in connection with the outside properties, I would suggest that you consider having something drawn up and signed by the M. E. School covering the space which it occupies in the old Y. M. C. A. premises. The rent could be \$1.00 a year. It might be well to speak of this matter to Mr. W. G. Mills and Mr. Ivor Lewis before anything is done, but I think the occupancy should be put down in writing.

JE:HD

74

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Wainwrights

want/would like for your opinion
on this subject 2/11/32.
May 7. 1932.

Mr. Elliott

re Margaret Eaton School.

In looking thru the books of the Margaret Eaton School with regard to the school building located at 415 1/2 Yonge St., it was found that the expenses of operation of the building were all paid by Business Properties Ltd excepting the water rates (about \$35.) and 1/2 of caretaking supplies (about \$18.) the other half being paid by the Girls Club. This means that expenses of the following nature are absorbed by B. P. Ltd.

- (1) Heating
- (2) Lighting
- (3) Repairs & Renovations
- (4) Building Superintendents' and caretaker's Wages.
- (5) Insurance on all bldg. contents x
- (6) Depreciation + Interest on investment x.

Spoke to Mr Musgrave re this matter and he was of the opinion that Mrs R. Y. Eaton would not be agreeable to any change in the present method. which might cause an annual loss instead of the narrow margin of profit made under present conditions x. As it is now, the school section shows a loss of about \$
is in the Residue as the gain

September 18, 1931

Mr. J. Elliott:-

The Margaret Eaton School has continued to carry on as though it were the old Margaret Eaton School of Literature and Expression and the accounts of the School are still kept on the old basis - the same Ledgers and Journals being used. Up to the present, Miss Hamilton or any other person connected with the School has not taken any action as regards the funds of the School that would imply ownership in any respect. Since Miss Hamilton took over the School the financial position of the School has been improved. The small surplus each year has been allowed to accumulate in the School accounts and it has never been suggested that the surplus belonged to Miss Hamilton or any other party connected with the School.

TCM/NS.

J. C. Musgrave

28.1.1

July 16, 1931.

Mr. T. C. Musgrave:-

Do you think there should be something in writing regarding the Margaret Eaton School use of space in the Old Y. M. C. A. Building? If they continue as they are doing at present, would they acquire any rights in the property and if there is any doubt about it the arrangements should be put down in writing and signed.

*Nothing done
By May. 9. 1932*

J. Elliott

JE/NS.

28.1.2

29 31
MARGARET LATON SCHOOL

The School does not pay any of the cost of rent or upkeep of the Old Y. M. C. A. Building. The only charges of this nature that are paid by the School are half the cost of the caretaking supplies - the Eaton Girls' Club paying the other half of the cost.

The School does not make any payment in respect of rent, caretaking wages or heating.

TCM/NS.

J. Cunningham



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